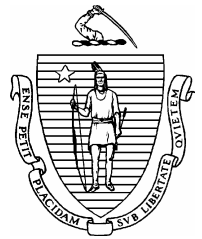




# Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss

COMMISSION ADJUDICATORY  
DOCKET NO. 06-0016

## IN THE MATTER OF HARRY K. HARUTUNIAN

### DISPOSITION AGREEMENT

The State Ethics Commission and Harry K. Harutunian enter into this Disposition Agreement pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On June 8, 2006, the Commission initiated, pursuant to G.L. c. 268B, § 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Harutunian. The Commission concluded its inquiry and, on September 13, 2006, found reasonable cause to believe that Harutunian violated G.L. c. 268A.

The Commission and Harutunian now agree to the following findings of fact and conclusions of law.

### *Findings of Fact*

1. During the time relevant, Harutunian was the North Andover Public Schools superintendent.
2. In the fall of 2005, another school department employee became Harutunian's girlfriend. The employee's son attended the North Andover High School ("the High School").
3. In December 2005, Harutunian as superintendent created a position for his girlfriend's son as a part-time, after-school janitor at a middle school in North Andover.
4. At that time, Harutunian separately instructed custodians to pick up the son at the High School after school, take him to the middle school to work and drop him off at his home after work.
5. Also on a third occasion, in December 2005, Harutunian told a career counselor at the High School to write a memo to him backdated to November 21, 2005, requesting that Harutunian find his girlfriend's son a job. The career counselor expressed a concern that other students were in need of jobs as well. No other students, however, were given the opportunity to apply for the position Harutunian created for his girlfriend's son.

6. Harutunian's girlfriend's son was paid \$10.50/hour. The North Andover School District paid the son \$540 during the 2005-2006 school year.

### ***Conclusions of Law***

7. General laws, c. 268A, § 23(b)(2) prohibits a municipal employee from knowingly, or with reason to know, using his official position to secure for himself or others unwarranted privileges which are of substantial value and not properly available to similarly situated individuals.

8. As the North Andover Public Schools superintendent, Harutunian was a municipal employee within the meaning of G.L. c. 268A.

#### ***Position for Girlfriend's Son***

9. Harutunian used his position to create a part-time school department position for his girlfriend's son.

10. The above-described custodian job was a privilege.

11. The privilege was unwarranted because Harutunian failed to follow proper hiring procedures, gave the job to the son of his girlfriend and did not provide other students with the opportunity to apply for the position.

12. The privilege was of substantial value as the earning potential to the son was more than \$50.

13. This unwarranted privilege was not otherwise properly available to similarly situated students.

14. Therefore, by knowingly using his position as the North Andover Public Schools Superintendent to secure for his girlfriend's son a school department position, an unwarranted privilege of substantial value not properly available to similarly situated individuals, Harutunian violated §23(b)(2).

#### ***Work Transportation***

15. Harutunian used his position to direct school custodians to transport his girlfriend's son to and from work while they were on school district time.

16. The above-described transportation service was a privilege.

17. The privilege was unwarranted because (1) the school custodians transported the son while on school district time; and (2) other school employees are not provided with such transportation.

18. The privilege was of substantial value because: (1) the school district lost more than \$50 in work time that the custodians spent transporting the son; and (2) the cost of the son obtaining transportation back and forth to work would have exceeded \$50.

19. This unwarranted privilege was not otherwise properly available to similarly situated school employees.

20. Therefore, by knowingly using his position as the North Andover Public Schools superintendent to instruct school custodians to transport his girlfriend's son to and from work while they were on school district time, an unwarranted privilege of substantial value not properly available to similarly situated individuals, Harutunian violated §23(b)(2).

#### *Cover-up*

21. Harutunian used his position to cover-up his having created a job for his girlfriend's son. Specifically, he used his position to (1) direct the school career counselor to create a false memo stating that it was her suggestion (rather than Harutunian's) to find a job for the son; and (2) direct the school career counselor to backdate that memo.

22. This cover-up was a privilege.

23. The privilege was unwarranted because public officials may not seek to hide their role in public decisions through false records.

24. The privilege was of substantial value because it concealed Harutunian's improper conduct in creating a job for his girlfriend's son.

25. This unwarranted privilege was not otherwise properly available to similarly situated school employees.

26. Therefore, by knowingly using his position as the North Andover Public Schools superintendent to cover-up his improperly creating a school department position for his girlfriend's son, an unwarranted privilege of substantial value not properly available to similarly situated individuals, Harutunian violated §23(b)(2).

#### ***Resolution***

In view of the foregoing violations of G.L. c. 268A by Harutunian, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Harutunian:

- (1) that Harutunian pay to the Commission the sum of \$6,000 as a civil penalty for violating G.L. c. 268A as noted above; and

- (2) that Harutunian waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: September 14, 2006